

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BRYAN FLETCHER and
GARRETT FLETCHER

Case No. 24-cv-01913 (AS)

Plaintiffs,

-against-

ABDOULAYE NIANG,
ALEXANDER NIANG,
MEWZA LLC, ABARIKA LLC,
HENAN FANDING NETWORK
TECHNOLOGY CO., LTD, and JOHN AND
JANE DOES A-Z;
and XYZ COMPANIES 1-10,

Defendants.
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ORDER OF PERMANENT INJUNCTION

Plaintiffs, Bryan Fletcher and Garrett Fletcher (collectively, the “Fletchers” or “Plaintiffs”), having filed a complaint on March 13, 2024, an Amended Complaint on May 2, 2024, and a complaint on November 18, 2022 against Abdoulaye Niang in a related action (*Fletcher et. al. v. Aihau et al.*, Case No. 1:22-09867-PKC (S.D.N.Y. 2022)) (jointly, the “Complaints”);

WHEREAS, Plaintiffs and Defendants Abdoulaye Niang, Alexander Niang, Mewza LLC, Abarika LLC (the “Niang Defendants”) having stipulated to this permanent injunction in favor of Plaintiffs and against the Niang Defendants;

WHEREAS, in Bryan Fletcher, et al. v. Abdoulaye Niang, et al., in the United States District Court for the Southern District of New York, Civil Action No. 1:24-cv-01913-AS (the “Action”), the Fletchers have stated copyright and trademark infringement claims against the

Niang Defendants alleging unauthorized use by the Niang Defendants of the Rainbow Friends trademark, including but not limited, to Rainbow Friends, Blue, Green, Orange, Pink, Purple, and the Scientist, (the “Marks”) and copyright in and to Rainbow Friends, Blue, Green, Orange, Pink, Purple, and the Scientist and the Rainbow Friends game (the “Rainbow Friends Copyrights”); and

WHEREAS, the Niang Defendants do not contest the validity of the Fletchers’ trademarks as set forth in the Complaints;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that injunctive relief is granted in favor of Bryan Fletcher and Garrett Fletcher, and that the Niang Defendants, and their corporate entities, successors, assignees, designees, officers, directors, employees, agents, partners, representatives, affiliates and those who receive actual notice or knowledge of this injunction by personal service or otherwise, are perpetually ordered and are perpetually restrained and enjoined *as follows*:

PERMANENTLY ENJOINED FROM:

1. Permanent Injunction. the Niang Defendants agree that they will permanently refrain from any of the conduct identified below, which collectively shall be referred to as the “Prohibited Conduct”:

a) The Niang Defendants shall not create, sell, manufacture, advertise, promote or distribute any products, including videos, mods or morphs that includes or depicts any Rainbow Friends Marks owned by the Fletchers anywhere in the world;

b) the Niang Defendants shall not use the Rainbow Friends Marks, or any copy or colorable imitation thereof, or any mark or name likely to cause confusion therewith, by inter alia, reproducing, copying, imitating or allowing the Rainbow Friends Marks to be reproduced, copied,

imitated and/or used on any merchandise, product, advertising and/or promotional materials (including hangtags, wrappers, receptacles, labels, packaging), or as part of a website or domain name by the Niang Defendants as of the Effective Date of this Agreement;

c) the Niang Defendants shall not make or cause, aid, abet, encourage, or induce any third party to make any statement or representation whatsoever, or use any false designation of origin or false description, and/or perform any act which can or is likely to lead the general public or ultimate purchaser to believe that the merchandise manufactured, distributed or sold by the Niang Defendants, or its licensees, distributors or other agents, is in any manner associated with, connected to, licensed by, or approved by the Fletchers;

d) the Niang Defendants shall not hold themselves out in any manner as being licensed by, associated with, or in any manner affiliated with the Fletchers, including, but not limited to, communicating on any manner whatsoever that the Niang Defendants have ever been authorized by the Fletchers for use of the Rainbow Friends Marks;

e) any specimen produced to the trademark office in support of the Mewza application which reproduces any of the Marks shall be withdrawn.

IT IS FURTHER ORDERED that, the Plaintiffs shall not be required to post any bond with the Clerk of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

1. that this Court retain jurisdiction of the parties hereto for the purpose of any proceedings to enforce the Permanent Injunction;

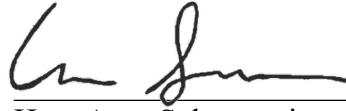
2. that the parties hereto have waived appeal from this Permanent Injunction;

3. that this injunction shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns;

4. that the parties waive any findings of fact or conclusions of law.

Dated: New York, New York
June 25, 2024

SO ORDERED:

A handwritten signature in black ink, appearing to read 'Arun Subramanian', written over a horizontal line.


Hon. Arun Subramanian

CONSENT, WAIVER, AND STIPULATION


The parties hereby stipulate that written findings of fact and conclusions of law be waived and said Plaintiff expressly consents to entry of the foregoing Order for Permanent Injunction as final and unappealable and waive notice of entry of Judgment.

As between the parties, the provisions of this Order of Permanent Injunction shall be and become effective immediately upon its execution by the parties, and need not await execution by the Court.

Mewza LLC

By: 
Name: Abdoulaye Niang / Alexander Niang
Title: Owner
Date: 6/20/2024


Abarika LLC

By: 
Name: Abdoulaye Niang
Title: Owner
Date: 6/20/2024


Abdoulaye Niang


Alexander Niang

Approved as to form:


Dorothy M. Weber, Esq.
Attorney for Plaintiffs Bryan Fletcher and
Garrett Fletcher

Approved as to form:


James W. Hawkins, Esq.
Attorney for the Niang Defendants